



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code CITYOF0754		SC JOB	Dept. A	Contract Number	
County Department Jobs and Employment Services			Dept. Orgn.		Contractor's License No. N/A	
County Department Contract Representative Keith Lee, ED/PSG			Telephone 381-7906		Total Contract Amount \$25,000	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason: _____						
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount	
Fund SAC	Dept. JOB	Organization	Appr. 300	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$25,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Special Projects Workforce Development			Estimated Payment Total by Fiscal Year			
			FY 03	Amount \$25,000	I/D	
Contract Type I						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

City of Ontario-Economic Development

hereinafter called Contractor

Address

303 East "B" Street

Ontario, CA 91764

Telephone Federal ID No. or Social Security No.

(909) 395-2010 95-6000754

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, the County Jobs and Employment Services Department (JESD), through the Workforce Investment Board (WIB), administers the Workforce Investment Act (WIA), and;

WHEREAS, the County finds that the City of Ontario Economic Development Department qualified to provide professional services to expand the skilled workforce and employment opportunities in demand occupations;

WHEREAS, the County desires to enter into an agreement with the City of Ontario to provide workforce skill development to advance to employment opportunities in the West End regions of the County;

NOW, THEREFORE, the parties mutually agree to the follow terms and conditions:

A. Contract Specifications

1. Parties to the Contract and their Representatives are:
 - i. The Contractor: County of San Bernardino County (County) Jobs and Employment Services Department (JESD), Workforce Investment Board
Contract Representative: Linda Foster- Administrative Services Manager
Contract Representative Phone #: (909) 381-7906 Office

Contract Representative Fax #: (909) 381-7995
Administrative Office Location: 215 North D Street Suite 201, San Bernardino CA 92415
 - ii. The Contractor: City of Ontario-Economic Development Department
Contract Representative: Mary Jane Olhasso- Director
Contract Representative Phone #: (909) 395-2010 Office

Contract Representative Fax #: (909) 395-2102
Administrative Office Location: 303 East 'B' Street, Ontario CA 91764
Email: molhasso@ci.ontario.ca.us
2. Contract Type: Fixed Cost
3. Contract Amount: \$25,000
4. This Contract, consisting of 6 total pages is the full and complete document describing services to be rendered by the Contractor to JESD, including all covenants, conditions and benefits.
5. No alteration or variation of the terms of this contract shall be valid unless made in writing, and signed by the parties hereto. Any oral understanding or agreement not incorporated herein shall not be binding on the parties hereto. Only authorized representatives of both parties shall sign any modifications, alterations or variations made.
6. Term of Contract: The term of this contract shall commence on July 1, 2003 and end on December 31, 2003, unless otherwise indicated by a formal notice or amendment.

B. Scope of Work

1. The Contractor agrees to develop methods and curricula for the education and job skills development required for employment in demand occupations. The focus will be on occupations within the West End of the Valley regions of the County of San Bernardino, which are in high demand for a skilled workforce that is not currently being met.
2. The Contractor agrees to establish a formalized communication process among local business, educational and workforce development professionals to develop partnerships and joint efforts to address the mutual need, promote collaborations, and cost effectiveness.
3. The Contractor agrees to provide the County a report that identifies local demand occupations and detail the contacts established, processes put in place and, curricula developed to accomplish the stated needs.

C. Costs and Compensation

1. For services rendered under this contract, total compensation will be an amount not to exceed \$25,000. There shall be no payments of whatever nature in excess of the amounts specified in this clause.

2. The Contractor shall be paid upon approval of this contract and upon submittal of an invoice to the County.

D. General Terms and Conditions

1. TERMINATION

The authority to terminate this contract is delegated to Keith Lee, Associate Administrative Officer, ED/PSG and the Contractor. This agreement may be terminated by either party upon giving 30 days' written notice to the other party of such termination. Contractor shall only be eligible to receive compensation for work completed at the time of termination when such termination is instituted by JESD pursuant to this section.

2. CONFIDENTIALITY

All records and data of the County of San Bernardino shall remain confidential, as provided by law, and in no event, will Contractor disclose such information. Contractor agrees to hold harmless and defend the County of San Bernardino against any claims for damage of whatever nature related to Contractor's disclosure of confidential information obtained through providing services under this contract. The provisions of this clause shall survive the termination of this contract.

3. REPRESENTATION AND INDEPENDENT CONTRACTOR STATUS

At all times under this contract, Contractor shall be deemed to be an independent Contractor and shall not represent itself to be an agent, employee or otherwise authorized representative of the county of San Bernardino. Contractor shall not utilize the County's name, letterhead or other symbols of representation in conducting Contractor's business unrelated to this contract. Contractor shall not be authorized to make binding agreements on behalf of the County of San Bernardino with other parties in the absence of a written consent by the County to do so for the specific transaction.

4. CONTRACT MODIFICATION

This contract may not be modified, unless the parties agree, in writing, prior to the modification.

5. GOVERNING LAW AND JURISDICTION

The laws of the State of California shall govern this contract. In any legal action relating to this agreement, venue shall be in the County of San Bernardino.

6. COMPLIANCE WITH LAW

Contractor agrees to comply with all federal, state and local laws regarding discrimination in the workplace, Social Security, Workers' Compensation and the State Energy Efficiency Plan.

7. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County of San Bernardino and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liabilities arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claims therefore, except where such indemnification is prohibited by law.

8. INSURANCE

Without in any way affecting the indemnity herein provided, and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- i. Workers' Compensation: A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Service Provider and all risks to such persons under this contract.

If the Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

ii. Comprehensive General and Automobile Liability Insurance:

All Contractors are required to maintain this coverage to include contractual coverage and automobile liability coverage owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

- iii. Errors and Omission Liability Insurance – combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
- iv. Professional Liability – professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

V. REQUIRED POLICY ENDORSEMENTS/REQUIREMENTS

1. Additional Named Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Note: this endorsement on the certificate and on the actual policy endorsement form(s) must be worded exactly as follows: *The County of San Bernardino, its officers, employees, agents and volunteers are named as additional insureds with respect to services provided under contract.* **Any variation will be considered as non-compliance.**

2. Waiver of Subrogation Rights: Except for Errors and Omissions Liability and Professional Liability, Contractors shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and subContractors.

Note: This endorsement on the certificate and on the actual policy endorsement form(s) must be worded exactly as follows: *Subrogation rights are waived against the County of San Bernardino, its officers, employees, agents, volunteers, Contractors and subContractors.* **Any variation will be considered as non-compliance.**

3. Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
4. Upon commencement of this contract, the Contractor shall immediately furnish certificates of insurance to JESD evidencing the insurance coverage, including the endorsements above required. Certificates shall provide that such insurance shall not be terminated or expire without 30 days' written notice to JESD. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services.

9. CONFLICT OF INTEREST

- i. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees or subContractors and the County. The Contractor shall make a reasonable effort to prevent employees, consultants or members of governing bodies from using their positions for purposes that are, or give the appearance of, being

motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

- ii. Officers, employees and agents of cities, counties, districts and other local agencies are subject to applicable conflict of interest codes and state laws, including §23-602 (Code of Conduct) of Chapter 23-600 of the California Department of Social Services (CDS) Manual of Policies and Procedures. In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the County and such conflict may constitute grounds for termination of the agreement.
- iii. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, employees or agents have family, business or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
- iv. Employment or Representation by Former County Administrative Officers
 1. The Contractor agrees to provide (or has already provided) information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
 2. Inaccuracies or Misrepresentations. If, during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

10. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS COMPLIANCE REQUIREMENTS

- i. The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, § 1000), the California Fair Employment and Housing Act and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
- ii. The Contractor shall not unlawfully discriminate against any employee, applicant for employment or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the Department of Labor (DOL) / Department of Justice (DOJ) website.

11. COPYRIGHT

The county shall have a royalty-free, non exclusive and irrevocable license to publish, disclose, copy, translate and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or

properties developed under this contract, including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.

12. All correspondence, notes, claims, etc., shall be addressed to the following parties, unless otherwise specified in this agreement, or as may be agreed to by the parties hereto:

County Designee: Keith Lee, Associate Administrative Officer
Economic Development/Public Services Group
215 North D Street, Suite 201
San Bernardino, CA 92415-0041

Contractor: Mary Jane Olhasso- Economic Development Director
City of Ontario
303 East 'B' Street
Ontario, CA 91764

This contract consisting of six (6) pages is the full and complete document between the County and Contractor, including all covenants, conditions and benefits.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and the City of Ontario has caused this Contract to be subscribed in its behalf by its duly authorized officers, on the day, month and year written.

COUNTY OF SAN BERNARDINO

Contractor, etc.)

►

Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

City of Ontario-Economic Development
(Print or type name of corporation, company,

By ► _____
(Authorized signature - sign in blue ink)

Name Gregory C. Devereaux
(Print or type name of person signing

Title City Manager
(Print or Type)

Dated June 13, 2003

Address 303 East 'B' Street
Ontario, CA 91764

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed by